

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

September 06, 2016

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

70 September 6, 2016

LORI GLASGOW EXECUTIVE OFFICER

AUTHORIZE APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE USE OF PORTABLE RADIO EQUIPMENT ON THE LAND MOBILE RADIO SYSTEM (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

Approval of the recommended actions will authorize the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (Fire District) to execute a Memorandum of Understanding (MOU) between the Fire District and the Los Angeles Regional Interoperable Communications System Authority (LA RICS Authority) for the Fire Districts gratis usage of 175 portable radios (100 each UHF/700 MHz portable radios and 75 each UHF/VHF MHz portable radios) and radio accessories (collectively, radio equipment) that will be connected to the LA-RICS Authority's land mobile radio (LMR) system.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

- 1. Authorize the Fire Chief to execute an MOU with the LA-RICS Authority, in substantially similar form to the attached MOU (Attachment A), which would allow the Fire District the usage of radio equipment on a gratis basis that will be used on the LA-RICS Authority's LMR system.
- 2. Delegate authority to the Fire Chief to approve and execute future amendments to the MOU.

BACKGROUND

On August 15, 2013, the LA-RICS Authority approved Agreement No. LA-RICS 007 between the LA-

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RICS Authority and Motorola Solutions, Inc. (Motorola) for an LMR system to be deployed across the greater Los Angeles region. Under this Agreement, the LA-RICS Authority purchased 1,054 portable radios and accessories for use by the LA-RICS Authority and its member agencies with State Homeland Security Grant Program (SHSGP) funds. Member agencies will be able to use the radio equipment upon execution of MOUs that provide for the acceptance of the equipment. The radio equipment will be connected to the LMR early deployment system as well as the region-wide system upon final system acceptance.

The Joint Powers Authority Board further authorized the LA-RICS Authority's Executive Director to execute MOUs between various member agencies and LA-RICS Authority to loan LA-RICS portable radios, portable radio accessories, consolettes, and/or consoles to member agencies, on a gratis basis, as approved by the SHSGP approval authority. The County of Los Angeles is a member agency of the LA-RICS Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Fire District to enter into an MOU with the LA-RICS Authority for the usage of radio equipment on a gratis basis. The radio equipment will have a number of important uses, such as establishing proof of concept, demonstrating independent utility of the LMR system, and supporting first responders with communications for day to day operations and mutual aid and task force efforts.

The radio equipment is intended to supplement and enhance the Fire District's existing communications equipment. The UHF/700 MHz portable radios can be used when fighting fires within a structure, whereas the UHF/VHF MHz portable radios can be used outdoors for incidents such as brush fires. The radio equipment will be utilized by battalion chiefs and potentially by other positions, such as lifeguards. The radio equipment will be distributed to up to 22 Fire District battalions covering areas within the County of Los Angeles.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal #1, Operational Effectiveness/Fiscal Sustainability, as the use of the radio equipment will improve the effectiveness of communications within the Fire District and will enhance the Fire District's delivery of customer-oriented and efficient public service. Approval of the recommended actions is also consistent with the County's Strategic Plan Goal #2, Community Support and Responsiveness, as the actions enhance emergency preparedness by providing additional radio equipment to Fire District personnel.

FISCAL IMPACT/FINANCING

The LA-RICS Authority has purchased the radio equipment with grant funds and will be loaning the radio equipment to the Fire District on a gratis basis. The only costs the Fire District will incur are the one-time incidental costs of programming the radios, currently estimated at \$3,800. Sufficient funding is available in the Fire District's Fiscal Year 2016-17 Adopted Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU shall commence upon execution by both parties and shall remain in effect until

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terminated by either party. The MOU may be terminated by either party with 90 calendar days' advance written notice.

County Counsel has approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will improve the Fire District's radio communications.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County Attention: Debbie Aguirre, Chief, Planning Division 1320 N. Eastern Avenue Los Angeles, CA 90063

Respectfully submitted,

DARYL L. OSBY

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FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer County Counsel Auditor-Controller

MEMORANDUM OF UNDERSTANDING FOR USE OF LA-RICS USER EQUIPMENT

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and ente into this day of, 2016,		
BY AND BETWEEN	CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as "Member";	
AND	THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("LA-RICS"), a Joint Powers Authority, hereinafter collectively referred to as the "Authority".	

WHEREAS, pursuant to Agreement No. LA-RICS 007 between LA-RICS and Motorola Solutions, Inc. (Motorola) for a Land Mobile Radio System (LMR System), the Authority procured portable radios, radio accessories, consolettes and consoles (User Equipment) for Authority member agency use on the LA-RICS Land Mobile Radio (LMR) early deployment system (Core 1, Core 2 and 8 repeater sites) to establish proof of concept for the LMR System, provide a training bed for member agency users on the LMR System, as well as transitioning the User Equipment to the LMR System in accordance with the Authority/member agency approved migration plan, once Final System Acceptance is achieved;

WHEREAS, the Authority wishes to enter into a Memorandum of Understanding (MOU) for loan of LA-RICS User Equipment to Member:

WHEREAS, Member is a member agency of LA-RICS;

WHEREAS, Member is agreeable to accept and use the User Equipment, including on the LA-RICS early deployment system and the LMR System, once Final System Acceptance has been achieved.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PURPOSE

The purpose of this MOU is to allow the Authority to loan Member certain User Equipment identified in Exhibit A (Equipment Details Log) and for Member to use the equipment in a proper manner and perform preventative maintenance inspections, all in accordance with Exhibit B (Equipment Manufacturer Requirements and Recommendations), and undertake other related activities.

2. EQUIPMENT FOR AUTHORITY MEMBER USE

Member acknowledges possession and use of the User Equipment is for member agencies in the LA-RICS Authority. If at any time following the execution of this MOU, Member elects to withdraw as a member agency from the Authority, Member shall return all the User Equipment set forth in Exhibit A (Equipment Details Log) to this MOU within the time specified in Section 6.01, Withdrawal of Members, of the LA-RICS Joint Powers Agreement (JPA).

3. CONDITIONS OF USE

Member shall:

- 3.1 Comply with and abide by all required preventative maintenance inspections and directions provided by the Authority and User Equipment manufacturer in order to properly maintain the User Equipment, in accordance with Exhibit B (Equipment Manufacturer Requirements and Recommendations).
- 3.2 Report any lost, stolen or damaged User Equipment in accordance with Exhibit C (Lost, Stolen, or Damaged Equipment).
- 3.3 Maintain an Equipment Log to track equipment (e.g. location, assigned personnel, etc.).
- 3.4 Provide LA-RICS Equipment Administrator with an updated Equipment Log on the same day a change in location/assignment occurs.
- 3.5 Maintain a file of all copies of Exhibit D (Equipment Delivery Receipt) upon delivery of equipment to the City.

4. TERM OF MOU

4.1 The MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party as provided herein, and as stipulated by Section 6.01, Withdrawal of Members, of the LA-RICS JPA.

4.2 Either party shall have the option of terminating this MOU at any time for any reason upon giving the cancelled party notice in writing at least ninety (90) calendar days in advance of such termination. All User Equipment set forth in Exhibit A (Equipment Details Log) must be returned prior to conclusion of the 90 calendar day notice.

5. CONSIDERATION

This MOU is granted on a gratis basis in furtherance of public safety goals. Consideration for this MOU is parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein.

6. EQUIPMENT ADMINISTRATOR

6.1 Authority Equipment Administrator:

Los Angeles County Sheriff's Department LA-RICS Project Team Sergeant Alfred Ortega 2525 Corporate Place, Suite 200 Monterey Park, CA 91754 adortega@lasd.org (323) 881-8111

6.2 Authority Equipment Administrator Designee:

Los Angeles County Sheriff's Department LA-RICS Project Team Deputy Dana Gower 2525 Corporate Place, Suite 200 Monterey Park, CA 91754 dggower@lasd.org (323) 881-8284

6.3 Member Equipment Administrator:

Consolidated Fire Protection District of Los Angeles County Battalion Chief Kirby Neese 1320 N. Eastern Avenue Los Angeles, CA 90063 kirby.neese@fire.lacounty.gov (323) 881-8288

6.4 Member Equipment Administrator Designee:

Consolidated Fire Protection District of Los Angeles County Scott England
1320 N. Eastern Avenue
Los Angeles, CA 90063
scott.england@fire.lacounty.gov
(213) 215-9458

7. NOTICES

7.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner set forth in Section 7.2 and addressed as follows:

Notices to Authority shall be addressed as follows, unless otherwise stipulated in the MOU exhibits:

LA-RICS Joint Powers Authority Attn: Ms. Susy Orellana-Curtiss 2525 Corporate Place, Suite 200 Monterey Park, CA 91754 susy.orellana-curtiss@la-rics.org

Notices to Member shall be addressed as follows:

Consolidated Fire Protection District of Los Angeles County Attn: Assistant Chief Chris Bundesen 1320 N. Eastern Avenue Los Angeles, CA 90063 chris.bundesen@fire.lacounty.gov

- 7.2 Notice will be sufficiently given for all purposes as follows:
 - a) <u>Personal delivery</u>. When personally delivered to the recipient, notice is effective on delivery.
 - b) <u>First Class mail</u>. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c) <u>Certified mail.</u> When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d) <u>Overnight delivery</u>. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice

is effective on delivery, if delivery is confirmed by the delivery service.

- e) <u>Facsimile transmission</u>. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- f) <u>Email</u>. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 7.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 7.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

8. RETURN OF USER EQUIPMENT

- 8.1 In accordance with conditions of this MOU, the Member shall return all User Equipment set forth in Exhibit A (Equipment Details Log) to the Authority Equipment Coordinator via personal delivery at the address indicated in Sections 6.1 and 6.2.
- 8.2 If Member does not return the User Equipment in good working condition, minus normal wear and tear, as set forth in Exhibit A (Equipment Details Log) within the time stipulated in this MOU, the Authority may require Member to provide replacement or reimbursement (less depreciation) within thirty (30) calendar days of failure to return such User Equipment or if the equipment is returned in a poor or inoperative condition.

9. INDEMNITY

Member shall indemnify, defend, and hold harmless the Authority, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Member's acts and/or omissions arising from and/or relating to this MOU.

10. INDEPENDENT STATUS

This MOU is by and between Member and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Member and Authority.

11. ASSIGNMENT

This MOU is personal to Authority and the Member, and, in the event the Member shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

12. DEFAULT

Member agrees that if default shall be made in any of the terms or conditions herein contained, Authority may forthwith revoke and terminate this MOU.

13. WAIVER

- 13.1 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and MOUs herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or MOU herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or MOUs herein contained be construed as in any manner changing the terms of this MOU or stopping either party from enforcing the full provisions thereof.
- 13.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this MOU shall be cumulative.

14. INTERPRETATION

Unless the context of this MOU clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

15. GOVERNING LAW, JURISDICTION, AND VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. SEVERABILITY

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. AMENDMENTS

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of the Authority and Member.

18. ENTIRE MOU

This MOU, Exhibits A, B, C, and D, and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Member and Authority.

(Signature Page – following page)

MEMORANDUM OF UNDERSTANDING FOR USE OF LA-RICS USER EQUIPMENT

IN WITNESS WHEREOF, Authority has executed this MOU or caused it to be duly executed, and Member, by Order of its authorizing body, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written below.

CONSOLIDATED FIRE PROTECTION DIST	RICT OF LOS ANGELES COUNTY
Fire Chief, Daryl L. Osby	Date
LOS ANGELES REGIONAL INTEROPERAI AUTHORITY	BLE COMMUNICATIONS SYSTEM
Interim Executive Director, John Radeleff	Date
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By Scott Kuhn, Principal Deputy	

EQUIPMENT DETAILS LOG

The Cost per Unit for one (1) "APX 7000XE - Portable Radio Dual Band with UHF and 700 MHz Enabled or UHF and VHF Enabled" in the amount of \$6,414 includes one (1) "APX 7000 IMPRES BATT IMP STD IP67 LIION 2900MAH BATTERY". An additional battery in the amount of \$119 and a single charger in the amount of \$106 accompany each Portable Radio at no cost. In total, each Portable Radio includes the one (1) radio, two (2) batteries, and one (1) charger for a total value of \$6,639.

Equipment Code	Serial Number	Cost per Unit	Assigned to	Asset
			3	

EQUIPMENT MANUFACTURER REQUIREMENTS AND RECOMMENDATIONS

PREVENTATIVE MAINTENANCE INSPECTIONS

Helpful Tips

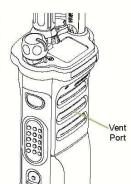
Take a moment to review the following:

Caring for Your Radio	page 139
Cleaning Your Radio	page 140
Handling Your Radio	page 141
Servicing Your Radio	page 141
Taking Care of the Battery	page 142
Checking the Battery Charge Status	page 142
Battery Recycling and Disposal	nage 143

Caring for Your Radio



Your radio casting has a vent port that allows for pressure equalization in the radio. Never poke this vent with any objects, such as needles, tweezers, or screwdrivers. This could create leak paths into the radio and the radio's submergibility will be lost.



 Your radio is designed to be submerged to a maximum depth of 6 feet, with a maximum submersion time of 2 hours. Exceeding either maximum limit may result in damage to the radio.

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English

Cleaning Your Radio

Procedure:

Elastomer technology materials used for seals in rugged portable radios can age with time and

environmental exposure. Therefore, Motorola recommends that rugged radios be checked

annually as a preventive measure in order to

assure the watertight integrity of the radio.

Motorola details the disassembly, test, and reassembly procedures along with necessary

test equipment needed to inspect, maintain and

battery contacts before attaching a battery to the

radio. Otherwise, the water could short-circuit

If the radio has been submerged in water, shake

microphone port can be removed. Otherwise, the water will decrease the audio quality of the

 Do not disassemble the radio. This could damage radio seals and result in leak paths into the radio. Any radio maintenance should be performed only by a qualified radio technician.

the radio well so that any water that may be trapped inside the speaker grille and

troubleshoot radio seals in the radio's service

 If the radio battery contact area has been submerged in water, dry and clean the radio

manual.

the radio.

To clean the external surfaces of your radio:

- 1 Combine one teaspoon of mild dishwashing detergent to one gallon of water (0.5% solution).
- Apply the solution sparingly with a stiff, non-metallic, shortbristled brush, making sure excess detergent does not get entrapped near the connectors, controls or crevices. Dry the radio thoroughly with a soft, lint-free cloth.
- 3 Clean battery contacts with a lint-free cloth to remove dirt or grease.



Do not use solvents to clean your radio as most chemicals may permanently damage the radio housing and textures.

Caution

Do not submerge the radio in the detergent

Handling Your Radio

- Do not pound, drop, or throw the radio unnecessarily. Never carry the radio by the antenna.
- · Avoid subjecting the radio to an excess of liquids.
- Avoid subjecting the radio to corrosives, solvents or chemicals.
- Do not disassemble the radio.
- Keep the accessory-connector cover in place until ready to use the connector. Replace the cover immediately once the accessory has been disconnected.
- When charging the radio using a wall mounted charger, the radio must be turned off. Otherwise, the Man Down Alert and Emergency may be accidentally triggered.

Servicing Your Radio

Proper repair and maintenance procedures will assure efficient operation and long life for this product. A Motorola maintenance agreement will provide expert service to keep this and all other communication equipment in perfect operating condition. A nationwide service organization is provided by Motorola to support maintenance services. Through its maintenance and installation program, Motorola makes available the finest service to those desiring reliable, continuous communications on a contract basis. For a contract service agreement, please contact your nearest Motorola service or sales representative, or an authorized Motorola dealer.

Express Service Plus (ESP) is an optional extended service coverage plan, which provides for the repair of this product for an additional period of either one or two years beyond the normal expiration date of the standard warranty. For more information about ESP, contact the Motorola Radio Support Center at 3761 South Central Avenue, Rockford, IL 61102 (800) 227-6772 / (847)725-4200.

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Taking Care of the Battery

Checking the Battery Charge Status

Your radio can indicate the battery's charge status through:

- the LED and sounds.
- the fuel gauge icon on the display.

You can also check the battery charge status via the menu entry. See *IMPRES™ Battery Annunciator* on page 134 for more information.

LED and Sounds

When your battery is low:

- the LED blinks red when the PTT button is pressed.
- you hear a low-battery "chirp" (short, high-pitched tone).

Fuel Gauge Icon

A blinking fuel gauge icon (\bigcirc) is displayed only when the battery voltage drops to low level. In this case, replace the battery with a fully charged one.

Gauge	Battery Charge
Top Display	76% to 100% full*
Top Display	51% to 75%*
Top Display	26% to 50%*

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English

Gauge	Battery Charge
Top Display	11% to 25%*
Top Display	10% or less (at 10%, the gauge begins blinking)

^{*}These are for IMPRES battery operation only.

Battery Recycling and Disposal

In the U.S. and Canada, Motorola participates in the nationwide Rechargeable Battery Recycling Corporation (RBRC) program for battery collection and recycling. Many retailers and dealers participate in this program.

For the of the drop-off facility closest to you, access RBRC's Internet web site at www.rbrc.com or call 1-800-8-BATTERY. This internet site and telephone number also provide other useful information concerning recycling options for consumers, businesses, and governmental agencies.

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English

LOST, STOLEN OR DAMAGED EQUIPMENT

In the event Equipment provided under this MOU is lost, stolen or damaged, the Member Equipment Administrator shall provide the following:

- 1. Lost or stolen User Equipment shall be the responsibility of the Member.
- 2. Provide email notification or notification by way of the United States Postal Service (with delivery confirmation) to LA-RICS Equipment Administrator, as set forth in Section 6 of the MOU, on the day the Equipment is discovered lost, stolen or damaged;
- 3. File an Incident Report in accordance with Member policies and procedures, providing a copy of completed Report to the LA-RICS Equipment Administrator. The Report shall include;
 - Type of equipment, i.e., portable radio, console, consolette, accessory, etc.;
 - Equipment serial number as reflected on the Equipment asset tag/asset tag log for lost equipment;
 - Description of the circumstances surrounding the loss or damage including dates and times;
 - Senior level management finding on the cause of the loss/damage and a determination of negligence involved; and
 - o Report number.
- 4. If Equipment replacement is required, the LA-RICS Equipment Administrator will make the determination whether replacement can and/or will be provided, and whether a cost (less depreciation) will be assessed to Member.

EQUIPMENT DELIVERY RECEIPT

Equipment	Serial Number	Asset Number	Equipment Condition
APX 7000XE - Portable Radio Dual Band with UHF and 700 MHz Enabled			New

Equipment Delivered By:		
	Signature	Date
	Print Name	
Equipment Received By:		
•	Signature	Date
	Print Name	